

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Express, Inc.		03/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Ave., 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4353012	AUTOBLOCK	
Registration Number:	4516713	DOUBLEWEIGH	
Registration Number:	3302543	ENVIRONMENTAL EXPRESS	
Registration Number:	4360293	FILTERMATE	
Registration Number:	4360292	FLIPMATE	
Registration Number:	4360294	GHOSTWIPE	
Registration Number:	4353013	HOTBLOCK	
Registration Number:	4360295	MAXFIL	
Registration Number:	1963987	PROWEIGH	
Registration Number:	4327843	QUIKVAP	
Registration Number:	4353010	SIMPLEDIST	
Registration Number:	4848962	SIMPLEWATER	
Registration Number:	4434830	SNIP & POUR	
Registration Number:	4482724	SOIL-CELL	
Registration Number:	4353011	SPE-EXPRESS	
Registration Number:	4323833	ULTRAFLOW	
Registration Number:	4515556	ULTRALOW	
Registration Number:	4618025	ULTRAPREP	
Registration Number:	4356994	ZHE+	

OP \$490.00 4353012

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** Elaine Carrera, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindel LLP**Address Line 4:** New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	03/28/2017
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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 21, 2017, by and among **ENVIRONMENTAL EXPRESS, INC.** ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of March 21, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENVIRONMENTAL EXPRESS, INC.

By: 

Name: Bernd Brust

Title: President and Chief Executive Officer

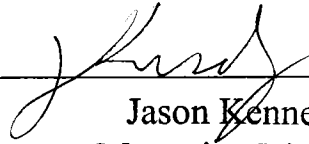
Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____

Name:

Title:



Jason Kennedy
Managing Director

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
AUTOBLOCK	85,714,687	4,353,012	Environmental Express, Inc.
DOUBLEWEIGH	86,108,052	4,516,713	Environmental Express, Inc.
ENVIRONMENT AL EXPRESS	78,952,100	3,302,543	Environmental Express, Inc.
FILTERMATE	85,714,750	4,360,293	Environmental Express, Inc.
FLIPMATE	85,714,740	4,360,292	Environmental Express, Inc.
GHOSTWIPE	85,714,755	4,360,294	Environmental Express, Inc.
HOTBLOCK	85,714,695	4,353,013	Environmental Express, Inc.
MAXFIL	85,714,766	4,360,295	Environmental Express, Inc.
PROWEIGH	74,627,684	1,963,987	Environmental Express, Inc.
QUIKVAP	85,714,450	4,327,843	Environmental Express, Inc.
SIMPLEDIST	85,714,454	4,353,010	Environmental Express, Inc.
SIMPLEWATER	86,305,451	4,848,962	Environmental Express, Inc.
SNIP & POUR	85,714,440	4,434,830	Environmental Express, Inc.
SOIL-CELL	85,714,759	4,482,724	Environmental Express, Inc.
SPE-EXPRESS	85,714,462	4,353,011	Environmental Express, Inc.
ULTRAFLOW	85,714,430	4,323,833	Environmental Express, Inc.
ULTRALOW	85,747,811	4,515,556	Environmental Express, Inc.
ULTRAPREP	85,714,433	4,618,025	Environmental Express, Inc.
ZHE+	85,714,776	4,356,994	Environmental Express, Inc.